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Attorneys for Plaintiff
 NEO4J, INC.

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA

NEO4J, INC., a Delaware corporation,

 Plaintiff,

 v.

GRAPH FOUNDATION, INC., an Ohio
 corporation,

 Defendant.

CASE NO. 5:19-cv-06226-EJD

**DECLARATION OF JEFFREY M.
 RATINOFF IN SUPPORT OF NEO4J,
 INC.'S REPLY RE MOTION TO STRIKE**

Date: May 7, 2020
 Time: 9:00 a.m.
 Location: Courtroom 4, 5th Floor
 Judge: Hon. Edward J. Davila

I, Jeffrey M. Ratinoff, declare as follows:

1. I am an attorney at law, duly licensed to practice before all courts of the State of California, and am of counsel with Hopkins & Carley, a Law Corporation, attorney of record for Plaintiff Neo4j, Inc. ("Plaintiff") in the above-referenced matter. I make this declaration in support of Plaintiff's Reply supporting its Motion to Strike filed herewith.

2. The facts stated herein are based on my personal knowledge, except with respect to those matters stated to be on information and belief, and as to those matters, I believe them to be true. If called upon to testify as a witness in this matter, I could and would do so competently.

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DECL. OF JEFFREY M. RATINOFF ISO NEO4J, INC.'S REPLY RE MOTION TO STRIKE; CASE NO. 5:19-CV-06226-EJD

EXHIBIT A



NEO4J, INC.

D-U-N-S® 07-846-4859

Single
111 E 5th Ave,
San Mateo, CA 94401

Phone 855 636-4532

Comprehensive Report

Purchase Date: 03/02/2020
Last Update Date: 02/04/2020
Attention: Paul

Executive Summary

Company Info

Year Started	2011	CEO	EMIL EIFREM, CEO
Control Year	2011	Employees	8

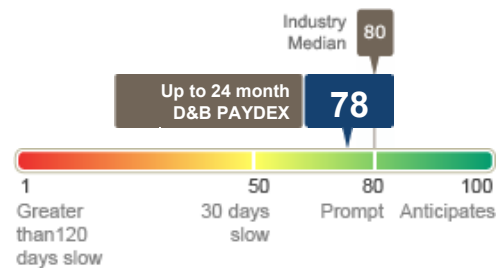
D&B Rating

D&B Rating

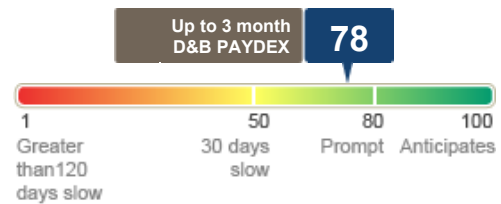
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D&B PAYDEX®

Up to 24 month D&B PAYDEX

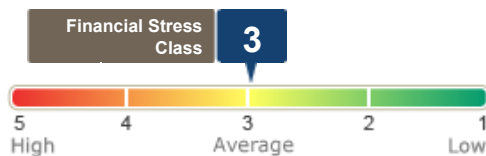


Up to 3 month D&B PAYDEX



Predictive Analytics

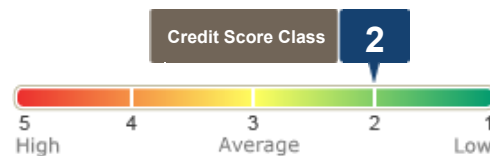
Financial Stress Class



The Financial Stress Class of 3 for this company shows that firms with this class had a failure rate of 0.24% (24 per 10,000).

Financial Stress Class	3
Financial Stress Score	1,507
Highest Risk	1,001
Lowest Risk	1,875

Credit Score Class



The Credit Score class of 2 for this company shows that 2.50% of firms with this classification paid one or more bills severely delinquent.

Credit Score Class	2
Credit Score	556
Highest Risk	101
Lowest Risk	670

Credit Limit Recommendation

D&B Viability Rating



Business History

Officers EMIL EIFREM, CEO;
MIKE ASHER, CFO

Directors THE OFFICER(S) and Denise Persson.

As of 02/04/2020

The Delaware Secretary of State's business registrations file showed that Neo Technology, Inc., was registered as a Corporation on July 7, 2011, under file registration number 5007564. The name was changed from Neo Technology, Inc. to Neo4J, Inc. by charter amendment on August 7, 2017.

Business started 2011.

Exact date is undetermined. Since D&B can confirm ongoing operation from outside sources as of 2012, a reference start date of 2012 will be presented.

EMIL EIFREM. Antecedents are unknown.

MIKE ASHER. Antecedents were not available.

Exact date is undetermined. Since D&B can confirm ongoing operation from outside sources as of 2012, a reference start date of 2012 will be presented.

Business address has changed from 37 E 4th Ave, Ste 1, San Mateo, CA, 94401 to 111 E 5th Ave, San Mateo, CA, 94401.

Business Registration

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF Oct 22 2011:

Registered Name	NEO TECHNOLOGY, INC.	Registration ID	5007564	Filing Date	07/07/2011
Business Type	CORPORATION	Status	STATUS NOT AVAILABLE	Registered Agent	NATIONAL CORPORATE RESEARCH, LTD.
Corporation Type	NOT AVAILABLE	Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION , DOVER , DE		615 SOUTH DUPONT HWY, DOVER, DE 199010000
Incorporated Date	07/07/2011				
State of Incorporation	DELAWARE				

Government Activity Summary

Activity Summary		Possible candidate for socioeconomic program consideration	
Borrower	No	Labor Surplus Area	N/A
Administrative Debt	No	Small Business	YES (2020)
Grantee	No	Women Owned	N/A
Party Excluded from Federal Programs	No	Minority Owned	N/A
Public Company	N/A		
Contractor	No		
Importer/Exporter	N/A		

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

Operations Data

As of 02/04/2020

Description: Provides computer programming services, specializing in software development (100%).

Terms are Net 30 days. Sells to undetermined.

Employees: 8 which includes officer(s).

Facilities: Occupies premises in building.



Special Events

As of 12/14/2018

OFFICER CHANGE: According to published reports, Neo4j announced that Mike Asher has joined as the company's chief financial officer.

BOARD OF DIRECTORS UPDATE: According to published reports, Neo4j announced that Denise Persson has joined the company's Board of Directors.

As of 11/02/2018

FUNDING/INVESTMENT: According to published reports, Neo4j, DUNS 078464859, (San Mateo, CA) announced that it has closed an \$80 million Series E funding round led by One Peak Partners and Morgan Stanley Expansion Capital including existing investors Creandum, Eight Roads and Greenbridge Partners.

As of 08/31/2017

Business name changed from Neo Technology, Inc. to Neo4j, Inc..

As of 11/10/2016

FUNDING/INVESTMENT: According to published reports, Neo Technology, DUNS 078464859, (San Mateo, CA) announced that it has secured \$36 million in new funding.

As of 11/23/2015

Business address has changed from 37 E 4th Ave, Ste 1, San Mateo, CA, 94401 to 111 E 5th Ave, San Mateo, CA, 94401.

Industry Data

SIC

Code	Description
73710301	Computer software development

NAICS

Code	Description
541511	Custom Computer Programming Services

Family Tree

Subsidiaries Global

Neo4j Sweden AB
(D-U-N-
S@:77-516-1834)
Nordenskiöldsgatan 24,
Malmö, 211 19,
SE

This list is limited to the first 25 branches, subsidiaries, divisions and affiliates, both domestic and international. Please use the Global Family Linkage Link above to view the full listing.

EXHIBIT B

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- A Quick Guide to GPLv3
- Why Upgrade to GPLv3
- Frequently Asked Questions about the GNU licenses
- How to use GNU licenses for your own software
- Translations of the GPL
- The GPL in other formats: plain text, Texinfo, LaTeX, standalone HTML, ODF, Docbook v4 or v5, Markdown, and RTF.
- GPLv3 logos to use with your project
- Old versions of the GNU GPL
- What to do if you see a possible GPL violation

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Version 3, 29 June 2007

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freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

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1. Source Code.

The “source code” for a work means the preferred form of the work for making modifications to it. “Object code” means any non-source form of a work.

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The “System Libraries” of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A “Major Component”, in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The “Corresponding Source” for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

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6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

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“Installation Information” for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

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The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

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